

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, NATIONAL ASSOCIATION, as administrative agent		12/28/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MAGNUS HEALTH, LLC		
Street Address:	401 Edgewater Place, Suite 360		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3833437	CAREFLOW	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	BVK-121		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	12/28/2021		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this “Release”) is made as of December 28, 2021, by WEBSTER BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under the Security Agreement referred to below (the “Agent”) for the benefit of MAGNUS HEALTH, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

WITNESSETH:

WHEREAS, reference is made to (i) that certain Credit Agreement, dated as of January 18, 2019 (as amended, amended and restated, supplemented, extended, refinanced and/or otherwise modified through the date hereof, the “Credit Agreement”), by and among, among others, Veracross LLC, a Massachusetts limited liability company and the Agent, (ii) that certain Guaranty and Security Agreement, dated as of January 18, 2019 (as amended, amended and restated, supplemented and/or otherwise modified through the date hereof, the “Security Agreement”), by and among, among others, the Grantor and the Agent, and (iii) that certain Trademark Security Agreement, dated as of April 12, 2019 (as amended, restated or otherwise modified through the date hereof, the “Trademark Security Agreement”), by and among the Grantor and the Agent, pursuant to which the Grantor has granted to the Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “USPTO”) on April 12, 2019 at Reel 6617 and Frame 0621; and

WHEREAS, the Grantor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby (x) terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral and any right, title or interest of the Agent in, to or under such Trademark Collateral shall hereby terminate, cease and become void and (y) terminate and cancel the Trademark Security Agreement. The Agent hereby assigns, transfers and conveys any and all right, title and interest of the Agent in, to and under the Trademark Collateral to the Grantor.

2. The Agent authorizes the Grantor or its designee to file this Release for recordal with the USPTO, and each of the Agent and the Grantor authorizes and requests that the USPTO record this Release.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

WEBSTER BANK, NATIONAL ASSOCIATION
as Agent

By: Matthew Oranges
Name: Matthew R. Oranges
Title: Vice President

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Serial No. Filing Date	Registration No. Date
Careflow	MAGNUS HEALTH, LLC	77669362 / 2/12/2009	3833437 / 8/17/2010